



U.S. Embassy Islamabad  
July 10, 2023

Dear Prospective Offeror:

Subject: Request for Quotes 19PK33-23-Q-6081 Design and Build Staircase at US Embassy Islamabad.

The Embassy of the United States of America invites you to submit a quotation for Design and Build of Stair case as described in the Scope of Work (SOW).

If you are interested in submitting a quotation for this project, read the instructions in Section J and K of the attached Request for Quotation (RFQ). Go through all the documents in the solicitation package. The Embassy intends to conduct a site visit (see J. C, 52.236-27). **The site visit will be held on July 25, 2023 at 11:00AM.** Offerors interested in attending must e-mail: [Islamabad-GSO-Contracting@state.gov](mailto:Islamabad-GSO-Contracting@state.gov) on or before **July 18, 2023, 03:00PM**. A maximum of one person from each firm may participate in the site visit/ pre-proposal conference. Interested offerors must provide full name of participant(s) (as written on CNIC), CNIC number and particulars of vehicle to be used such as make, model, color, and registration number on Company's letterhead.

Your quotation must be submitted through courier in a sealed envelope marked **"Quotation Enclosed (19PK33-23-Q-6081)" to GSO Procurement, American Embassy, Ramna-5, Islamabad on or before August 10, 2023, 1500 hours**. No quotation will be accepted after this time.

Complete the OFFER portion of the Standard Form 1442, including all blank spaces, and have the form signed by an authorized representative of your company, or the proposal may be considered unacceptable and may be rejected.

In order for a quotation to be considered, you must also complete and submit the following:

1. Standard Form 1442;
2. Section B and Attachment 2: Quotation Breakdown by Divisions.
3. Additional information as required in Section L.

Please direct any questions regarding this solicitation to **Contracting Officer** by emailing to [Islamabad-Gso-Contracting@state.gov](mailto:Islamabad-Gso-Contracting@state.gov) or by telephone **92-51-201-5643** during regular business hours.

Sincerely,

Contracting Officer  
United States Government

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. <b>19PK33-23-Q-6081</b>	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED <b>July 10, 2023</b>	PAGE OF PAGES <b>1/63</b>

**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. <b>PR11798474</b>	6. PROJECT NO. <b>Design and Build of Stairs</b>
7. ISSUED BY <b>19PK33-23-Q-6081</b> <b>Contracting Officer,</b> <b>GSO-Procurement &amp; Contracting Office</b> <b>American Embassy, Islamabad</b> <b>Diplomatic Enclave, Ramna-5</b> <b>Islamabad, Pakistan</b>	CODE	8. ADDRESS OFFER TO <b>19PK33-23-Q-6081</b> <b>Contracting Officer,</b> <b>GSO-Procurement &amp; Contracting Office</b> <b>American Embassy, Islamabad</b> <b>Diplomatic Enclave, Ramna-5</b> <b>Islamabad, Pakistan</b>
9. FOR INFORMATION CALL:	A. NAME <b>Jason Inslee</b>	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> <b>051-201-5643</b>

### SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

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- A. Price
- B. Scope of Work
- C. Packaging and Marking
- D. Inspection and Acceptance
- E. Deliveries/Performance
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- G. Special Requirements
- H. Clauses
- I. List of Attachments (Can be seen on page#3)
- J. Quotation Information
- K. Evaluation Criteria
- L. Representations, Certifications, and other Statements of Offerors or Quoters

11. The Contractor shall begin performance within 10 calendar days and complete it within 120 working days after receiving  
☐ award, ☒ notice to proceed. This performance period is ☐ mandatory, ☒ negotiable. *(See \_\_\_\_\_.)*

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS <b>10 Days After award</b>
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#### 13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 02 copies to perform the work required are due at the place specified in Item 8 by **1500** (hour) local time on **August 10, 2023**. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☐ is, ☒ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than **60** calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

NSN 7540-01-155-3212  
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1442-101

STANDARD FORM 1442 (REV. 4-85)  
Prescribed by GSA  
FAR (48 CFR) 53.236-1(e)

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than Item 14)
CODE	FACILITY CODE

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation if this offer is accepted by the Government within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.

AMOUNTS (CLIN 1)



18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS**

The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each

AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE							20C. OFFER DATE		

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM 	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )
26. ADMINISTERED BY <b>Contracting Officer, U.S Embassy, Diplomatic Enclave, Ramna-5 Islamabad</b>	CODE <b>GSO</b>	27. PAYMENT WILL BE MADE BY <b>Financial Management Officer (FMO) U.S Embassy, Diplomatic Enclave, Ramna-5 Islamabad</b>

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input checked="" type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and incorporate specifications or incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer is accepted.	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A. NAME OF CONTRACTING OFFICER (Type or print)  <b>Jason Inslee</b>	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA	31C. AWARD DATE

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SF-18 OR SF-1442 COVER SHEET

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- L. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

## SECTION A - PRICING

### A. PRICE

The Contractor shall complete all work, including furnishing all labor, material, equipment, and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, all insurances, overhead and profit.

<b>Total Price for Design and Build of Staircase in PKR</b>	
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VALUE ADDED TAX (VAT). The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on invoices as the U.S. Mission will obtain tax exemption certificate from the host government.

#### Special Requirements” Risk Analysis Management (RAM)

Offers that fall within our competitive range require additional processing for companies wishing to do business with U.S. Mission, Pakistan.

This extra risk analysis vetting is performed on key contractor personnel, including host country, third country, U.S. citizens, and Legal Permanent Residents of the United States. The vetting process applies to all contracts, purchase orders, delivery orders, Blanket Purchase Agreements (BPAs), and BPA calls.

A request for information will be emailed to offerors in the competitive range or selected vendors, and all interested vendors must provide all information requested in the DS Form 4184, Risk Analysis Information. Vendors are required to submit the requested data required for vetting via a secure online portal linking them to the Risk Analysis Management (RAM) office; access to the Portal and instructions for creating an account will be provided to the vendor by email.

Successful passing of vetting is one condition of receiving award. Other factors are price reasonableness and technical acceptability. Each vendor should submit the requested data via the secure online RAM portal within 3-5 days after being contacted. Vendors who do not provide the information will not be considered for contract awards.

## SECTION B - STATEMENT OF WORK

### Design-Build Contractor Services for **Design and Build of Staircase for US Embassy Islamabad**

#### B.1.0 Introduction

The American Embassy Islamabad seeks to acquire design and build Services for construction of a staircase at the Chief of Mission Residence located at the U.S. Embassy Islamabad, Pakistan

#### B.2.0 Project Description

##### B.2.1 Description of Project

The US Embassy in Islamabad requires the services of Design-Build contractor to design and construct a staircase between level 1 and Level 2 of the Chief of Mission Residence located at the U.S embassy compound in Islamabad. The Project work will involve the design and construction of a staircase between Level 1 and Level 2 of the Chief of Mission Residence. The contractor will provide complete construction working drawings, three dimensional renderings, 3d model, labor, materials, tools, and other equipment's necessary for design and build services. The main elements of work that will be involved in the construction project are as follows:

- a) Architectural and structural design of the Staircase
- b) Removal and relocation of members of the existing trellis structure to incorporate the staircase.
- c) Partial removal of existing railing on Level 2
- d) Installing, anchoring and constructing the steel structure of the staircase
- e) Installation of glass railing and handrails.
- f) Installation of all approved materials including but not limited to claddings, stone treads and railings.
- g) Painting the staircase.

**Note: Refer to the following conceptual drawing (Attachment 3) for the location and the profile of the new staircase to be designed and constructed by Contractor.**

Conceptual drawing which outlines the scope of work that shall be completed by the contractor. The provided design data and drawing shall be used by the contractor to understand the primary scope elements of the project and to understand the minimum technical requirements of their delivery. The reports and drawings contained are not intended to be a fully comprehensive design, list, and specification of all items of work that the Contractor is required to deliver. Embassy will not accept any claims from the Contractor that request compensation for items of work which may be considered as incidental or supporting to the scope elements described in the report and drawings. The reports and drawings contained are not intended to be used for construction or life safety purposes. These drawings are conceptual in nature and require review, revision and further development by a Professional Architecture and Engineering Firm prior to being used to guide construction activities.

## PART 1 – GENERAL

### 1.1 SUMMARY

A. This Section includes the following:

1. Preassembled steel stairs with abrasive-coating-finished formed-metal treads.
2. Handrails and railings attached and un-attached to metal stairs.

### 1.2 PERFORMANCE REQUIREMENTS

A. Structural Performance: Provide metal stairs capable of withstanding the following structural loads without exceeding the allowable design working stress of the materials involved, including anchors and connections. Apply each load to produce the maximum stress in each component of metal stairs.

1. Treads and Platforms of Metal Stairs: Capable of withstanding a uniform load of 4.79 kN/sq. m or a concentrated load of 1.33 kN on an area of 25.8 sq. cm, whichever produces the greater stress.
2. Stair Framing: Capable of withstanding stresses resulting from loads specified above in addition to stresses resulting from railing system loads.
3. Limit deflection of treads, platforms, and framing members to L/360 or 6.4 mm, whichever is less.

B. Structural Performance of Handrails and Railings: Provide handrails and railings complying with requirements in ASTM E 985 for structural performance, based on testing performed according to ASTM E 894 and ASTM E 935.

1. Top Rail of Guards: Capable of withstanding the following loads applied as indicated:
  - a. Concentrated load of 890 N applied at any point and in any direction.
  - b. Uniform load of 730 N/m applied horizontally and concurrently with uniform load of 1460 N/m applied vertically downward.
  - c. Concentrated and uniform loads above need not be assumed to act concurrently.
2. Handrails Not Serving as Top Rails: Capable of withstanding the following loads applied as indicated:
  - a. Concentrated load of 890 N applied at any point and in any direction.
  - b. Uniform load of 730 N/m applied in any direction.
  - c. Concentrated and uniform loads above need not be assumed to act concurrently.

3. Infill Area of Guards: Capable of withstanding a horizontal concentrated load of 890 N applied to 0.09 sq. m at any point in system, including panels, intermediate rails, balusters, or other elements composing infill area.

- a. Load above need not be assumed to act concurrently with loads on top rails in determining stress on guards.

### 1.3 SUBMITTALS

A. Product Data: For metal stairs and the following:

1. Prefilled metal-pan stair treads.
2. Precast concrete treads.
3. Epoxy-resin-filled stair treads.
4. Nonslip aggregates and nonslip-aggregate finishes.
5. Abrasive nosings.
6. Metal floor plate treads.
7. Paint products.
8. Grout.

B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

1. Provide templates for anchors and bolts specified for installation under other Sections.
2. For installed products indicated to comply with design loads, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

C. Welding certificates.

D. Qualification Data: For professional engineer and testing agency.

E. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for stairs and railings.

1. Test railings according to ASTM E 894 and ASTM E 935.

### 1.4 QUALITY ASSURANCE

A. Installer Qualifications: Arrange for metal stairs specified in this Section to be fabricated and installed by the same firm.

B. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of metal stairs (including handrails and railing systems) that are similar to those indicated for this Project in material, design, and extent.



C. Fabricator Qualifications: A firm experienced in producing metal stairs similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Welding: Qualify procedures and personnel according to AWS D1.1, "Structural Welding Code--Steel," and AWS D1.3, "Structural Welding Code--Sheet Steel."

## 1.5 COORDINATION

A. Coordinate installation of anchorages for metal stairs. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts and items with integral anchors that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

## PART 2 – PRODUCTS

### 1.6. METALS, GENERAL

A. Metal Surfaces, General: Provide materials with smooth, flat surfaces, unless otherwise indicated. For components exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.

### 1.7 FERROUS METALS

A. Metal Surfaces, General: Provide metal free from pitting, seam marks, roller marks, and other imperfections where exposed to view on finished units. Do not use steel sheet with variations in flatness exceeding those permitted by referenced standards for stretcher-leveled sheet.

C. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.

D. Steel Tubing: Cold-formed steel tubing complying with ASTM A 500.

D. Rolled-Steel Floor Plate: ASTM A 786/A 786M, rolled from plate complying with ASTM A 36/A 36M or ASTM A 283/A 283M, Grade C or D.

E. Uncoated, Hot-Rolled Steel Sheet: Commercial quality, complying with ASTM A 569/A 569M; or structural quality, complying with ASTM A 570/A 570M, Grade 30, unless another grade is required by design loads.

F. Galvanized Steel Sheet: ASTM A 653/A 653M, Z275 coating, either commercial quality or structural quality, Grade 230, unless another grade is required for design loads.

G. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.

## 1.8 NONFERROUS METALS

- A. Aluminum Extrusions: ASTM B 221 (ASTM B 221M), Alloy 6063-T6.
- B. Aluminum Castings: ASTM B 26/B 26M, Alloy 443.0-F.
- C. Bronze Extrusions: ASTM B 455, Alloy UNS No. C38500 (extruded architectural bronze).
- D. Bronze Castings: ASTM B 584, Alloy UNS No. C83600 (leaded red brass) or No. C84400 (leaded semired brass).

## 1.9 FASTENERS

- A. Bolts and Nuts: Regular hexagon-head bolts, ASTM F 568M, Property Class 4.6; with hex nuts, ASTM A 563M; and, where indicated, flat washers.
  - B. Machine Screws: ASME B18.6.7M.
  - C. Lag Bolts: ASME B18.2.3.8M.
  - E. Plain Washers: Round, carbon steel, ASME B18.22M.
  - F. Lock Washers: Helical, spring type, carbon steel, ASME B18.21.2M
  - G. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry and equal to four times the load imposed when installed in concrete, as determined by testing per ASTM E 488, conducted by a qualified independent testing agency.
1. Material: Alloy Group 1 or 2 stainless-steel bolts complying with ASTM F 738M and nuts complying with ASTM F 836M.

## 2.0 PAINT

- A. Shop Primer for Ferrous Metal: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with performance requirements in FS TT-P-664, selected for good resistance to normal atmospheric corrosion, compatibility with finish paint systems indicated, and capability to provide a sound foundation for field-applied topcoats despite prolonged exposure.
- B. Galvanizing Repair Paint: High-zinc-dust-content paint for re-galvanizing welds in steel, complying with SSPC-Paint 20.
- C. Bituminous Paint: Cold-applied asphalt mastic complying with SSPC-Paint 12, except containing no asbestos fibers or cold-applied asphalt emulsion complying with ASTM D 1187.

## 2.1 GROUT

A. Non-shrink, Nonmetallic Grout: Factory-packaged, non-staining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.

## 2.2 FABRICATION, GENERAL

A. Provide complete stair assemblies, including metal framing, hangers, struts, handrails, railings, clips, brackets, bearing plates, and other components necessary to support and anchor stairs and platforms on supporting structure.

1. Join components by welding, unless otherwise indicated.
2. Use connections that maintain structural value of joined pieces.

B. NAAMM Stair Standard: Comply with "Recommended Voluntary Minimum Standards for Fixed Metal Stairs" in NAAMM AMP 510, "Metal Stairs Manual," for class of stair designated, unless more stringent requirements are indicated.

1. Industrial class, where indicated.

C. Shop Assembly: Preassemble stairs in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation.

D. Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges. Shear and punch metals cleanly and accurately. Remove sharp or rough areas on exposed surfaces.

E. Ease exposed edges to a radius of approximately 1 mm, unless otherwise indicated. Form bent metal corners to smallest radius possible without causing grain separation or otherwise impairing work.

F. Weld connections to comply with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. Weld exposed corners and seams continuously, unless otherwise indicated.
5. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

H. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners where possible. Use exposed fasteners of type indicated or, if not indicated, Phillips flat-head (countersunk) screws or bolts. Locate joints where least conspicuous.

H. Fabricate joints that will be exposed to weather in a manner to exclude water, or provide weep holes where water may accumulate.

## 2.3 STEEL-FRAMED STAIRS

A. Stair Framing: Fabricate stringers of structural-steel channels, plates, or a combination of both, as indicated. Provide closures for exposed ends of stringers. Construct platforms of structural steel channel headers and miscellaneous framing members as indicated. Bolt or weld headers to stringers; bolt or weld framing members to stringers and headers. If using bolts, fabricate and join so bolts are not exposed on finished surfaces.

1. Where stairs are enclosed by gypsum board shaft-wall assemblies, provide hanger rods to support landings from floor construction above.

2. Where masonry walls support metal stairs, provide temporary supporting struts designed for erecting steel stair components before installing masonry.

B. Metal Risers, Sub tread Pans, and Sub platforms: Form to configurations shown from steel sheet of thickness necessary to support indicated loads, but not less than 1.7 mm.

1. Steel Sheet: Uncoated hot-rolled steel sheet, unless otherwise indicated.

2. Steel Sheet: Galvanized steel sheet, where indicated.

3. Directly weld metal pans to stringers; locate welds on side of sub treads to be concealed by concrete fill. Do not weld risers to stringers.

4. Attach risers and sub treads to stringers with brackets made of steel angles or bars. Weld brackets to stringers and attach metal pans to brackets by welding, riveting, or bolting.

5. Shape metal pans to include nosing integral with riser.

6. Attach extruded abrasive nosing's to risers. Make nosing's full width of tread, with noses flush with riser faces and level with tread surfaces.

7. Provide sub platforms of configuration indicated or, if not indicated, the same as Sub treads. Weld sub platforms to platform framing.

C. Steel Floor Plate Treads, Risers, and Platforms: Form to configurations shown from abrasive surface floor plate of thickness necessary to support indicated loads, but not less than 6.4 mm.

1. Abrasive-Surface Floor Plate: Fabricate from steel plate, with abrasive granules rolled into surface. Provide material with coefficient of friction of 0.6 or higher when tested according to ASTM C 1028.

2. Form treads with integral nosing and back edge stiffener. Weld steel supporting brackets to stringers and weld treads to brackets.

3. Fabricate platforms with integral nosings matching treads and weld to platform framing.

4. Surface: Serrated.

## 2.4 STEEL TUBE HANDRAILS AND RAILINGS

A. General: Fabricate handrails and railings to comply with requirements indicated for design, dimensions, details, finish, and member sizes, including wall thickness of tube, post spacings, and anchorage, but not less than that needed to withstand indicated loads.

B. Interconnect members by butt-welding or welding with internal connectors, at fabricator's option, unless otherwise indicated.

1. At tee and cross intersections, cope ends of intersecting members to fit contour of tube to which end is joined, and weld all around.

C. Form simple and compound curves by bending members in jigs to produce uniform curvature for each repetitive configuration required; maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.

D. Close exposed ends of handrail and railing members with prefabricated end fittings.

E. Provide wall returns at ends of wall-mounted handrails, unless otherwise indicated. Close ends of returns, unless clearance between end of rail and wall is 6 mm or less.

F. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, end closures, flanges, miscellaneous fittings, and anchors for interconnecting railings and for attaching to other work. Furnish inserts and other anchorage devices for connecting to concrete or masonry work.

1. Connect railing posts to stair framing by direct welding, unless otherwise indicated.

G. Fillers: Provide fillers made from steel plate, or other suitably crush-resistant material, where needed to transfer wall bracket loads through wall finishes to structural supports. Size fillers to suit wall finish thicknesses and to produce adequate bearing area to prevent bracket rotation and overstressing of substrate.

H. For galvanized handrails and railings, provide galvanized fittings, brackets, fasteners, sleeves, and other ferrous-metal components.

I. For nongalvanized handrails and railings, provide nongalvanized ferrous-metal fittings, brackets, fasteners, and sleeves, except galvanize anchors embedded in concrete construction.

## 2.5 STAIR HANDRAILS AND RAILINGS

A. General: Comply with applicable requirements in Division 5 Section "Pipe and Tube Railings" for handrails and railings, and as follows:

1. Fabricate newels of steel tubing and provide newel caps of pressed steel, as shown.
2. Railings may be bent at corners, rail returns, and wall returns, instead of using prefabricated fittings.
3. Connect railing posts to stair framing by direct welding, unless otherwise indicated.

## 2.6 FINISHES

A. Comply with NAAMM'S "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Finish metal stairs after assembly.

C. Galvanizing: Hot-dip galvanize items as indicated to comply with applicable standard listed below:

1. ASTM A 123, for galvanizing both fabricated and unfabricated iron and steel products made of uncoated rolled, pressed, and forged shapes, plates, bars, and strips 0.76 mm thick and heavier.
2. ASTM A 153/A 153M, for galvanizing steel and iron hardware.
3. Fill vent and drain holes that will be exposed in finished Work, unless indicated to remain as weep holes, by plugging with zinc solder and filing off smooth.

D. Preparation for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with minimum requirements indicated below for SSPC surface-preparation specifications and environmental exposure conditions of installed products:

E. Apply shop primer to prepared surfaces of metal stair components, unless otherwise indicated. Comply with SSPC-PA 1, "Paint Application Specification No. 1," for shop painting. Primer need not be applied to surfaces to be embedded in concrete or masonry.

1. Do not apply primer to galvanized surfaces.

## PART 3 – EXECUTION

### 2.7 INSTALLATION, GENERAL

A. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing metal stairs to in-place construction. Include threaded fasteners for concrete and masonry inserts, through-bolts, lag bolts, and other connectors.

B. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal stairs. Set units accurately in location, alignment, and elevation, measured from established lines and levels and free from rack.

C. Install metal stairs by welding stair framing to steel structure or to weld plates cast into concrete, unless otherwise indicated.

D. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

E. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.

F. Field Welding: Comply with the following requirements:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

## 2.8 INSTALLING STEEL TUBE RAILINGS AND HANDRAILS

A. Adjust handrails and railing systems before anchoring to ensure matching alignment at abutting joints. Space posts at spacing indicated or, if not indicated, as required by design loads. Plumb posts in each direction. Secure posts and railing ends to building construction as follows:

1. Anchor posts to steel by welding directly to steel supporting members.
2. Anchor handrail ends to concrete and masonry with steel round flanges welded to rail ends and anchored with post installed anchors and bolts.

## METAL STAIRS SECTION

B. Attach handrails to wall with wall brackets. Provide bracket with 38-mm clearance from inside face of handrail and finished wall surface. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads. Secure wall brackets to building construction as follows:

1. Use type of bracket with flange tapped for concealed anchorage to threaded hanger bolt.
2. For concrete and solid masonry anchorage, use drilled-in expansion shields and hanger or lag bolts.

## 2.9 ADJUSTING AND CLEANING

A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

1. Apply by brush or spray to provide a minimum 0.05-mm dry film thickness.

B. Touchup Painting: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint are specified in Division 9 Section "Painting."

C. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

## Design requirements for Stair treads and risers

### R311.7.5 Stair treads and risers.

Stair treads and risers shall meet the requirements of this section. For the purposes of this section, dimensions and dimensioned surfaces shall be exclusive of carpets, rugs or runners.

#### R311.7.5.1 Risers.

The riser height shall be not more than  $7\frac{3}{4}$  inches (196 mm). The riser height shall be measured vertically between leading edges of the adjacent treads. The greatest riser height within any flight of stairs shall not exceed the smallest by more than  $\frac{3}{8}$  inch (9.5 mm). Risers shall be vertical or sloped from the underside of the nosing of the tread above at an angle not more than 30 degrees (0.51 rad) from the vertical. At open risers, openings located more than 30 inches (762 mm), as measured vertically, to the floor or grade below shall not permit the passage of a 4-inch-diameter (102 mm) sphere.

#### Exceptions:

1. The opening between adjacent treads is not limited on spiral stairways.
2. The riser height of spiral stairways shall be in accordance with Section R311.7.10.1.

#### R311.7.5.2 Treads.

The tread depth shall be not less than 10 inches (254 mm). The tread depth shall be measured horizontally between the vertical planes of the foremost projection of adjacent treads and at a right angle to the tread's leading edge. The greatest tread depth within any flight of stairs shall not exceed the smallest by more than  $\frac{3}{8}$  inch (9.5 mm).

## A. Scope of structural works

- a. Verify the adequacy of the existing structural members for the additional loads imposed by a new Staircase: The Existing structure of the trellis must be cut to make way for the staircase from Level1 to level 2. The structural integrity of the existing trellis must be kept intact.
- b. The steel stringer beam/beams shall be anchored/welded to the existing LEVEL 2 slab. The connection details and its strength must be calculated accordingly.
- c. The weight of the glass railing shall be supported by the steel structure. The weight of the glass railing should be calculated as part of the complete structural design.

B.2.0 This design is a part of a major program undertaken by the Department of State using public funds. The Government will formally evaluate the Contractor based on:

- Designing to a target construction contract cost estimate.
- Adhering to the delivery schedule; and
- Evaluating changes occurring during construction.



B.2.1 The Contractor shall carefully review and coordinate drawings and specifications, and other project documents before submittal. This includes identifying all interface points and controls between drawings and documents. The Contractor shall have a quality control program in effect, which will require his employees and consultants to thoroughly review and coordinate all project data prior to submittals. The Contractor shall correct deficiencies, ambiguities, conflicts, and inconsistencies before submitting documents or they will be rejected by the Contracting Officer. The letter of transmittal shall certify that all documents have been reviewed and coordinated prior to submittal. The certification shall be signed by a principal of the Contractor's firm. The Contracting Officer's Representative (COR) will review and approve the Quality Assurance/Quality Control (QA/QC) program proposed by the

***Contractor. This program shall indicate the method of controlling the quality of all work produced by the Contractor and consultants. Refer to FAR Clause 52.236-23, "Responsibility of the Architect/Engineer Contractor".***

B.2.2 The Contractor shall produce design documents, drawings/plans and specifications according to sections B.3., B.4 and B.6. The layout of individual drawings shall convey the required design and construction information. Symbols used shall be accepted international industry standards and shall be shown in the legend. Lettering shall be of sufficient size to be clearly read when drawings are reduced to half size.

B.2.3 Specifications shall not rely on sole-source designations to circumvent the requirement for full and open competition in the purchase of construction materials and equipment. When a sole-source manufacturer, product, or equipment is specified, the Contractor shall notify the U.S. Government in written monthly progress reports. These reports shall be accompanied by a justification explaining why sole-source acquisition is necessary and appropriate for the project. The justification shall provide the information that would be required by the Federal Acquisition Regulation (FAR Subpart 6.3). The justification must also explain why the salient characteristics of proposed sole source equipment cannot be described in the specifications. No classified work shall occur under this contract.

B.2.4 Except as expressly directed by the Government, the Contractor shall minimize the use of Government-furnished equipment, materials, and supplies to be provided to the construction contractor through the design of the construction documents.

B.2.5 Schedule requirements for this Statement of Work are contained in Section E. The "design-to" budget cost data is contained in contract.

B.2.6 The Contractor shall prepare a detailed written record of all conferences and meetings with representatives of Post related to the project. The Contractor shall also document telephone conversations in which decisions affecting the project are made. The Contractor shall submit one copy of these records to the Contracting Officer's

Representative (COR) within five days of the event. The written format established by the Contractor for these records will be subject to the approval of the COR. Each record shall conclude with the following statement: "The matters reported in this document are considered by the Contractor to be within the scope of this contract as presently priced,  
***except for items "none" as further described below."***

B.2.7 The Contractor shall provide designs that are cost-effective as to usable space and that provide maximum flexibility for future uses. The Government will exercise particular care in consideration of these requirements in the design review and approval process.

### B.3.0 SPECIAL REQUIREMENTS

B.3.1 The Contractor shall produce a design that ensures all Embassy/Post facilities will be constructed with materials, finishes, fixtures, equipment, and systems that provide operational dependability. The Contractor shall ensure that these facilities are easy to maintain or replace with those most readily available supplies and services. The Contractor shall emphasize uniformity of parts and components to maximize interchange- ability. During the design phase the Contractor shall address operations and maintenance (O&M) considerations.

B.3.2 The Contractor shall provide specific operations and maintenance data and information for the development of a Comprehensive Maintenance Program (CMP) by the Government.

B.3.3 The Government will provide comments to the Contractor in writing and in a standard format, numbered and grouped by discipline. Review conferences will be held if deemed necessary by the COR. The Contractor shall respond to these comments in writing within 21 days for 35%, 60% and 100% design submissions. The D/B contractor shall incorporate all review comments into the design and return all annotated material with the next submission. Comments not accepted by the Contractor shall be brought to the attention of the Contracting Officer's Representative in writing immediately for resolution. Decisions of the Contracting Officer to incorporate the comments considered within the scope of work of the contract will be final. Review comments outside the existing contract scope of work will require a contract modification.

B.3.4 No work shall be initiated until the Government has provided review comments under each submittal. The Contractor shall provide in booklet form and in 3 copies all comments and the actions taken in response to the comments.

### E. B.4.0 EXISTING CONDITIONS

**The site is located inside the U.S. Embassy compound located within the Islamabad Diplomatic Enclave.**

## B.5 DESIGN REQUIREMENTS

### B.5.1 General Requirements

The requirements in this statement of work serve as direction to the Contractor in the development and delivery of a complete set of construction documents. These documents shall provide the necessary interfaces, coordination, and communication among the designer, constructor, and special disciplines (physical security, communications, fire and life safety, and computer systems). All submittals must be of a

quality to achieve this result. The Contractor shall perform its services in accordance with professional standards of skill, care, and diligence adhered to by reputable, first-class firms performing services of the same or similar nature for facilities of similar complexity. The Contractor's design shall conform to generally accepted engineering practices and the approved design criteria.

### B.5.2 Design Process

The design shall consist of the following part:

#### 100% design completion

The Contractor shall be required to make oral presentations to the Government at Post to occur at each stage of design completion.

The Contractor shall cease all design work during the Government review periods until receipt of written review comments from the Government on each of these submittals. Any design work on the project during these review periods is at the Contractor's risk.

The Contractor shall consider this temporary cessation of work in its planning and scheduling.

## B.6.0 DESIGN SUBMITTAL REQUIREMENTS

Furnish design documents, design calculations, drawings/specifications in each submittal. Finalized 100% design documents (drawings and calculations) shall be signed and sealed by a professional engineer. The documents shall be in English, and metric units.

### A. Submittals (100%)

- i. Architectural/structural drawings of the proposed Staircase including railings, connections, tread design, , stone anchoring/application details, glass railing, hand rail details, 3d models and renderings, anchoring details, Cutting and relocation plan of existing Structural members of existing trellis including connection and welding plans. Details of all finishing material. The structural integrity of the trellis must stay intact and be calculated.

- ii. All samples of connection details, Railings, wood, Stone, Steel, glass, paint- color and anti-corrosive coatings.
- iii. Narratives of the design intent (Detailed explanation and documentation of the ideas, concepts and criteria), including computation of the design loads and the design assumptions made for structural analysis.
- iv. Structural Calculations and certificate from structural engineer verifying the structural stability of the staircase.

#### B.7.0 Fixed Price Proposal

This is a fixed price contract. The Contractor may elect to verify all measurements prior to submission of cost proposal and the Contracting Officer's representative will facilitate such exercise.

#### B.8.0 Construction Work Requirements

1. The Contractor shall perform construction work in accordance with specifications and on all elements/structures listed in this SOW including the below listed tasks
2. Manage performance of the work and provide personnel, materials, machines, tools, and all equipment's.
3. Perform work after clearance of sequence of operation by the Contracting Officer's Representative (COR) in a manner to minimize disruptions to Embassy operations. Submit work schedule to COR for approval and complete each phase of work according to the approved schedule.
4. It is contractor responsibility to store materials and tools at designated area.
5. Keep work and storage area neat and orderly. Clean worksite and remove waste daily. Follow MSDS directions to ensure workers and work areas are protected from fire, health & fall hazards resulting from demolition of wall openings and shifting of debris.
6. Contractor must complete the project in every manner as per drawings and in accordance with site conditions.
7. Perform work during climatic conditions that are suitable for work at the terrace of the building. Follow COR's recommendations for temperature, humidity, and dust.
8. Removal of any utility (electrical, mechanical, architectural etc.) including electrical receptacles or conduit or light fixture or any other utility available at wall and floor.
9. Take precautions and provide approved protection to doors, glazing, coping, aluminum panels, aluminum powder coated surfaces, wall hydrant or any other surfaces that are located nearby.

10. Notify COR if any item/surface is damaged during the process of demolition or shifting of materials.

11. Contractor also must follow local Ministry of Labor requirements for outdoor work.

#### B.9.0 Contract Administration:

1. The Contractor shall not perform any work beyond this Statement of Work unless directed in writing by the Contracting Officer (CO). Any work performed by the Contractor beyond this SOW without direction from the CO will be at the Contractor's own risk and at no cost to the US Embassy Islamabad.
2. The CO shall issue a Notice to Proceed (NTP) to the Contractor for commencing work under the contract after satisfactory completion of contract requirements preceding the NTP.
3. The FAC supervisor at the US Embassy Islamabad shall act as the Contracting Officer's Representative (COR) for this work. Decision of the COR with respect to SOW will be final.
4. The COR has right to inspect and test all services called for by the contract, to the extent practicable always and places during the term of the contract. The COR or his designee may perform quality assurance inspections and tests during performance of work to verify the work is installed according to approved methods.
5. The COR has the authority to issue a temporary stop order during the execution of any particular phase of this SOW for convenience of the US Embassy. The Contractor shall promptly notify the CO that work has been stopped. Delays caused by such stoppage of work shall be compensable for extension of the performance period.

#### B.9.1 RESPONSIBILITY OF THE CONTRACTOR

1. The Contractor shall be responsible for the professional quality, safety, and the coordination and other services furnished under this contract.
2. The Contractor shall identify a Project Coordinator [PC] who shall be responsible for the overall management of the work at site and shall represent the Contractor during the contract. The Contractor shall also have a full-time site supervisor/foreman to direct work.
3. The Contractor shall verify that all materials, equipment, and systems provide operational dependability and all cranes, tools, equipment's must be in accordance with US Government Safety measures. Any cost associated with services subcontracted by the Contractor shall be borne by and be the complete responsibility of the Contractor under the fixed price of this contract.

4. The contractor shall provide all equipment / tools including Aerial work platform, Cranes, scaffoldings, Scissor lifts, gasoline or diesel fuel-powered SAW CUT, safety harnesses, etc. as needed to perform the work of this contract.
5. Remove and dispose all type of debris etc. as per local government rules. Remove and dispose debris regularly to avoid buildup at the Embassy compound.
6. Keep the work areas clear of hindrances, trip or fall hazards, and unused materials at all times. Clean work areas every day at close of work.
7. Normal work hours at the Embassy are 8:00 AM to 16:30 PM Monday through Friday. The Contractor shall schedule work in a manner where normal operations of the facility are not affected. The schedule may include activities that need to be completed outside of normal work hours of the Embassy.
8. Coordinate with COR for temporary power connection, if needed, for operation of electric tools or temporary lighting. Provide 10mA rated ground fault protection for the connected load.
9. Prepare work plan and phasing plan in consultation with COR to schedule and complete the work.
10. The Contractor shall be liable to the Embassy for all damages caused due to Contractor's negligent performance of any of the services furnished under this contract.
11. The use of any headphones, earphones, cellular phones, or other listening devices while operating Government or contractor motor vehicles, machinery and mechanized equipment at embassy compound is prohibited. The operators of the motor vehicles, machinery and mechanized equipment shall not eat, drink and smoke while the equipment is in operation.

#### B.10.0 WORKING HOURS:

The contractor shall work 5 days a week between the hours of 0800 and 1630.

- Designated labors must be at enclave at 0800hrs
- Must carry original NICs

If any aspect of this work is deemed by the COR, the FM, the RSO or the POSHO/APOSHO to be interruptive of normal US Embassy operations, the security or safety, the contractor shall be required to perform that portion of the work on Saturdays and Sundays.

#### B.11.0 SAFETY:

The Contractor shall be responsible for conducting the work in a manner that ensures the safety of employees and visitors at the US Embassy, and the Contractor's employees.

Contractor shall comply with the US Army Corps of Engineers EM-385 Safety and Health Requirements (Chapter 21 – Fall Protection, Chapter 22 – Work Platforms and Scaffolding,) and the Occupational Safety and Health Administration (OSHA Scaffold General Requirements 29 CFR 1926.451 and Aerial Lifts 29 CFR 1926) for working at elevations.

The Contractor shall be solely responsible for risk assessments, managing health, and safety issues associated with this project. Based on hazard assessments, Contractors shall provide or afford each affected employee personal protective equipment (PPE) that will protect the employee from hazards.

At a minimum PPE shall consist of coveralls, eye protection, gloves, body harness, safety ropes, hard hats, and safety shoes. Sandals or athletic shoes are not acceptable. PPE such as gloves, dust masks, are recommended. These items must be provided at the Contractor's expense.

The contractor shall apply for a hot works permit from the USG. No hot works shall be permitted without hot work permits. These permits must be displayed on site.

The COR may require request for additional safety procedures if deemed necessary and the Contractor must comply with these. The Contractor shall promptly report all accidents, minor or major, to the COR.

Work on elevations shall be halted during severe weather such as strong winds, storms and heavy rain.

Maintain a copy of easily accessible MSDS for all materials at work site.

Comply with local labor laws pertaining to safety.

The contractor must use approved Aerial work platforms, scaffolding for work on elevated surfaces.

Workers may use discretion if they feel unsafe in using the equipment in a hostile environment.

Any worker at an elevated location above 1.8 meters, with the exception of a portable ladder OR scaffolding will be provided a safety harness by the Contractor for their use.

The contractor must document in the bid for work how the hazard controls will be implemented and maintained during the project.

The Contractor shall prepare and implement an Activity Hazard Analysis (AHA) prior to the start of work.

The Contactor must have a competent person on-site for inspection of equipment, training workers in the safe use of equipment and the recognition of hazards related to their use, supervision, and identifying and correcting unsafe work practices for high hazard work.

All contractor personnel shall wear hard hats, safety glasses, earplugs, gloves, close-toes shoes and any other Personal Protection Equipment deemed necessary by the Facility Manager.

#### Safety Training:

- Provide specific training to supervisory personnel and all craft workers of the Contractor and subcontractors in proper use and care of specific personal protective gear, equipment, and clothing.
- Contractor and subcontractor employees shall be trained and supervised by qualified persons to perform, safely and confidently, recognized hazardous work operations and work performed with hazardous conditions to which they have been assigned.

#### MOBILIZATION

- Survey the existing site conditions, utilities, and clearances to prepare work plan. Submit work plan for the COR for approval. Include method statement in the work plan for each specific location.
- Provide submittals for all additional materials for COR approval prior to procurement.
- Mobilize materials, tools, equipment etc. and store at designated staging area in consultation with the COR.

#### SECURITY REQUIREMENTS

- After award of contract, the Contractor shall provide identification information on all personnel, including workers and supervisory personnel, who will have the need to access work site. All workers on site shall be escorted and access to site shall be limited to work areas only.
- The Contractor shall coordinate material and equipment deliveries with the COR for access approval. The Contractor shall provide vehicle and delivery personnel information at the minimum 72 hours in advance of delivery.
- All the ladders or scaffolds erected near the buildings for the coating works shall be laid down, moved away or dismantled in such a way that they will be not provide any kind of foothold that will facilitate a person to climb over any building, perimeter wall or a screen wall.

#### QUALITY CONTROL REQUIREMENTS

- Provide a quality control plan for the COR approval. The plan shall describe work instructions, inspection procedures and corrective action procedures to be employed by the Contractor.

#### Site Preparation and Cleaning Up:

The contractor shall at all times keep the work area free from accumulations of waste materials. Before completion of work, the contractor shall remove the work and premises any rubbish, tools, ladders, equipment, and materials that are not the property of US government. Unsightly materials and debris including access sand, cement, garbage and equipment should be removed as required; while materials should be scheduled for delivery only as required for immediate use.



#### Workforce:

- The contractor shall provide all supervision, skilled and unskilled labor needed to perform the work.
- The Contractor shall be responsible for total integration of effort and control of the works. The Contractor shall be responsible for planning, monitoring, coordinating, and controlling the works.
- The contractor shall provide Foremen and other supplemental staff as necessary to perform the work within the timelines and quality standards specified.
- The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR). The Contractor shall provide, to each employee and supervisor, uniforms and personal equipment. The Contractor shall be responsible for the cost of purchasing, cleaning, and repair of the uniforms.
- The Contractor shall supply everything necessary for the Execution and Completion of work. Site preparation and installation performance shall be in accordance with US Government agreement.
- Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.
- The Contractor shall not condone disorderly conduct, use of abusive or offensive language, quarreling, and intimidation by words, actions, or fighting. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.
- The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar effects.
- The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action if any of the services exceed the standard. The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

#### Subcontractors:

- Contractor shall be responsible for the conduct and workmanship of Subcontractors engaged in the Project, and for Subcontractor's compliance with the terms of this Statement of Work. The Contractor is responsible for the behavior, safety compliance and workmanship of Subcontractors while on US Government property.

#### Modification to Contract:

- The Contractor shall not incur any costs beyond those described in this SOW unless directed otherwise in writing by the Contracting Officer.

- Any work performed by the Contractor beyond this SOW without written direction from the Contracting Officer will be at the Contractor's own risk and at no cost to the US Embassy.

#### Stop Work:

- At any time during the Project, the Contracting Officer (CO) reserves the right to Stop Work for protection of employees or visitors, security, or any other reason at his/her discretion. This may also include the due to unavailability of site where canopies are to be installed.

#### General Submittals:

- The contractor shall provide the detailed qualification of all the key personnel.

#### Notification to proceed:

- The contractor shall start the work within 10 days of Notice to Proceed.

#### Point of Contact:

- The COR shall be the main point of contact for this Project. The Contractor shall report to the COR on (a) status of the Project, (b) changes in Schedule, (c) accidents and safety issues, (d) disruptions to the property accessibility; and all other important information pertaining to the Project

#### Contractor's Representative:

- The Contractor shall provide a representative on-site during all working hours with the authority to make all decisions on behalf of the Contractor and subcontractors.

#### Site Security:

- The contractor shall comply with US Embassy Islamabad security policy.
- The contractor shall prepare list of all the names of personnel working for the contractor and any subcontractors, with national ID numbers and submit the list to the Facility Manager for vetting of employees by the RSO at least 30 days prior to commencement of work.
- The contractor shall also provide a list of all equipment, listing the manufacturer, model, serial number of all equipment to be used on this project at least 5 days prior to the commencement of any work. Any vehicles utilized by the contractor are also considered equipment. The contractor must provide make, year, model number and license plate number. All vehicles will be inspected prior to entering and prior to leaving the premises.
- The COR will assign a holding area for the equipment. Equipment, other than vehicles, should remain on site for the duration of the project to avoid having to have a security screening of it each time it enters the compound.
- The contractor must notify the COR in writing at least 24 hours in advance of the pending removal of any contractor owned equipment.

- The contractor is 100% responsible for securing their working materials and equipment. Any damage to facilities or infrastructure, which happens due to a lack of security, will be the responsibility of the Contractor to correct at no cost to the U.S. Government.

Defects in Work:

- Neither the required quality control procedure, nor detection of defects, nor correction of defects, nor the re-inspection or re-testing of corrected work, provides a basis for Contractor's claim for Contract Modification/Additional Compensation, or request for extension of Contract Time.

Delays:

- Delays that are found to be caused by the Contractor's actions or inactions shall not be a cause for a time extension to the contract completion date.

Work execution:

- Coordinate all phases and aspects of the works carefully to achieve desired solution, Remove and replace workmanship and/or material that are found to be not in compliance.
- In all aspects of the work, fully comply with construction safety and occupational health requirements.
- Upon completion of the work, return all disturbed area to original conditions.

**END OF SECTION**

## **SECTION C - PACKAGING AND MARKING**

RESERVED

## SECTION D - INSPECTION AND ACCEPTANCE

The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

### D.1 SUBSTANTIAL COMPLETION

(a) "*Substantial Completion*" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

- (1) do not interfere with the intended occupancy or utilization of the work, and
- (2) can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion - The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed, or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

### D.2 FINAL COMPLETION AND ACCEPTANCE

D.2.1 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

D.2.2 The "*date of final completion and acceptance*" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

D.2.3 FINAL INSPECTION AND TESTS. The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

D.2.4 FINAL ACCEPTANCE. If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- Satisfactory completion of all required tests,
- A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

## SECTION E - DELIVERIES AND PERFORMANCE

### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

- (a) Commence work under this contract within **Ten (10)** calendar days after the date the Contractor receives the notice to proceed.
- (b) Prosecute the work diligently, and,
- (c) Complete the entire work ready for use not later than 120 Working days for the entire project after issuance of Notice to Proceed
- (d) Period of performance is 120 working days to complete project from the date noted in the notice to proceed (NTP). Although the NTP may be issued soon after contract award but we anticipate to commence performance in 1-2 months after contract award.

The time stated for completion shall include final cleanup of the premises and completion of punch list items.

### 52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of **PKR 10,000.00** for each calendar day of delay until the work is completed or accepted.
- (b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

### CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

- (a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as "Ten (10)" calendar days after receipt of an executed contract".
- (b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.
- (c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.
- (d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall

identify each deliverable as required by the contract.

(e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (1) Extend the completion date or obligate the Government to do so,
- (2) Constitute acceptance or approval of any delay, or
- (3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

#### NOTICE OF DELAY

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

#### NOTICE TO PROCEED

- (a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.
- (b)
  - (b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

#### WORKING HOURS

All work shall be performed during **0800 – 16.30, from Monday through Firday**. The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

#### PRECONSTRUCTION CONFERENCE

A preconstruction conference may be held 10 days after contract award at **US Embassy Islamabad** to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.



DELIVERABLES - The following items shall be delivered under this contract:			
Description	Quantity	Deliver Date	Deliver To
Section B. Design of Reinforced Concrete Masonry Unit		<u>30 days after award</u>	COR
Section G. Securities/Insurance		10 days after award	CO
Section E. Construction Schedule	1	10 days after award	COR
Section E. Preconstruction Conference	1	10 days after award	COR
Section G. Personnel Biographies	1	10 days after award	COR
Section F. Payment Request	1	Last calendar day of each month	COR
Section D. Request for Substantial Completion	1	N/A	COR
Section D. Request for Final Acceptance	1	5 days before inspection	COR
Construction Accident Prevention Plan (CAPP)	1	10 days after award	COR
Material manufacturer's product data sheets and Material Safety Data Sheets (MSDS)	1	5 days before the start of the work.	COR

F. ADMINISTRATIVE DATA

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is **Facility Engineer – US Embassy Islamabad.**

Payment: The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

Requests for payment, may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the

retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

Financial Management Officer, U.S Embassy, Diplomatic Enclave, Ramna-5, Sector G-5, Islamabad
Invoices can also be sent through email at:
<b><i>Islamabadfmc-invoice@state.gov</i></b>

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

#### G. SPECIAL REQUIREMENTS

G.1.0 PERFORMANCE/PAYMENT PROTECTION - The Contractor shall furnish some form of payment protection as described in 52.228-13 in the amount of 20% of the contract price.

G.1.1 The Contractor shall provide the information required by the paragraph above within ten (10) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the Contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in this purchase order.

G.1.2 The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

G.1.3 The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.

G.2.0 INSURANCE - The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

G.2.1 GENERAL LIABILITY (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury):

(1) BODILY INJURY, ON OR OFF THE SITE, IN PKR	
Per Occurrence	<b>100,000 PKR</b>
Cumulative	<b>500,000 PKR</b>
(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN PKR	
Per Occurrence	<b>100,000 PKR</b>
Cumulative	<b>500,000 PKR</b>

G.2.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

G.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

G.2.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

G.2.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

### G.3.0 DOCUMENT DESCRIPTIONS

G.3.1 SUPPLEMENTAL DOCUMENTS: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

G.3.1.1. RECORD DOCUMENTS. The Contractor shall maintain at the project site:

- (1) A current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,

- (2) A complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

G.3.1.2 "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

1. a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
2. record shop drawings and other submittals, in the number and form as required by the specifications.

G.4.0 LAWS AND REGULATIONS - The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

G.4.1 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

G.4.2 The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

G.5.0 CONSTRUCTION PERSONNEL - The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

G.5.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

G.5.2 After award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 07 days to perform. For each individual the list shall include:

Full Name

Place and Date of Birth

Current Address

Identification number

Copy of Valid Computerized National Identity Card issued by GOP along with verification from NADRA

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

G.5.3 The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.

G.6.0 Materials and Equipment - All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

#### G.7.0 SPECIAL WARRANTIES

G.7.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

#### G.8.0 EQUITABLE ADJUSTMENTS

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

(a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and

(b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

#### G.9.0 ZONING APPROVALS AND PERMITS

The Government shall be responsible for:

- obtaining proper zoning or other land use control approval for the project
- obtaining the approval of the Contracting Drawings and Specifications
- paying fees due for the foregoing; and,
- for obtaining and paying for the initial building permits.

## SECTION H - CLAUSES

### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: [Acquisition.gov](http://Acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](http://e-CFR) to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

#### THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSE(S) IS/ARE INCORPORATED BY REFERENCE (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (JUN 2020)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUN 2020)
52.213-4	TERMS AND CONDITIONS – SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2022)
52.216-7	ALLOWABLE COST AND PAYMENT (JUN 2013)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)

52.222-50	COMBATING TRAFFICKING IN PERSONS (OCT 2020)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC MISSION OUTSIDE THE UNITED STATES (MAR 2008)
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-11	PLEDGES OF ASSETS (FEB 2021)
52.228-13	ALTERNATIVE PAYMENT PROTECTION (JULY 2000)
52.228-14	IRREVOCABLE LETTER OF CREDIT (NOV 2014)
52.228-15	PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (JUN 2020)
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
52.229-7	TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-11	EXTRAS (APR 1984)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-25	PROMPT PAYMENT (JULY 2013)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)



52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.233-1	DISPUTES (MAY 2014) ALTERNATE I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8	OTHER CONTRACTS (APR 1984)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-13	ACCIDENT PREVENTION (NOV 1991)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)
52.242-14	SUSPENSION OF WORK (APR 1984)
52.243-4	CHANGES (JUN 2007)
52.243-5	CHANGES AND CHANGED CONDITIONS (APR 1984)
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2022)
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
52.245-9	USE AND CHARGES (APR 2012)

- 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)
- 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)
- 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
- 52.246-26 REPORTING NONCONFORMING ITEMS (JUN 2020)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)
- 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)

I. FAR CLAUSES INCORPORATED IN FULL TEXT

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN  
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR  
EQUIPMENT (NOV 2021)

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting

Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

## II. THE FOLLOWING DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSE(S) IS/ARE SET FORTH IN FULL TEXT:

### CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an e-mail signature block that shows name, the office being supported and company affiliation (e.g., "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
  - 2) Clearly identify themselves and their contractor affiliation in meetings.
  - 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
  - 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.
- (End of clause)

### 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

(End of clause)

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) *High Risk Activities*. If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

(1) Scaffolding;

(2) Work at heights above 1.8 meters;

(3) Trenching or other excavation greater than one (1) meter in depth;

(4) Earth-moving equipment and other large vehicles;

(5) Cranes and rigging;

(6) Welding or cutting and other hot work;

(7) Partial or total demolition of a structure;

(8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.).

(10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) *Safety and Health Requirements.* The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) *Mishap Reporting.* The contractor is required to report **immediately** all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) *Records.* The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(e) *Subcontracts.* The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) *Written program.* The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

(End of clause)

SECTION I - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	DESCRIPTION OF ATTACHMENT
Attachment 1	<i>Attachment 1: Sample Letter of Bank Guaranty</i>
Attachment 2	<i>Attachment 2: Breakdown of Price by Divisions of Specifications</i>
Attachment 3	<i>Attachment 3: Conceptual Drawing of Staircase</i>



## SECTION J – INSTRUCTIONS ON HOW TO SUBMIT A QUOTATION

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>

### A. QUALIFICATIONS OF OFFERORS

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

- (1) Be able to understand written and spoken English.
- (2) Have an established business with a permanent address and telephone listing.
- (3) Be able to demonstrate prior designing and construction of steel staircases with suitable references.
- (4) Have the necessary personnel, equipment and financial resources available to perform the work.
- (5) Have all licenses and permits required by local law. Specifically minimum of PEC grade C5 for construction contractors. All structural drawings, structural calculations and stability certificates must be signed by a PEC registered structural Engineer.
- (6) Meet all local insurance requirements.
- (7) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution.
- (8) Have no adverse criminal record; and
- (9) Have no political or business affiliation which could be considered contrary to the interests of the United States.

### B. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the construction services described in SCOPE OF WORK, and the Attachments which are a part of this request for quotation.

Each quotation must consist of the following:		
VOLUME	TITLE	NUMBER OF COPIES*
I	Standard Form 18 including a completed Attachment 4, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS	01
II	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal	03

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.

Volume II: Performance schedule and Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

**Proposed Work Information - Provide the following:**

(1) A list of the names addresses and telephone numbers of the owners, partners, and principal officers of the Offeror.

(2) The name and address of the Offeror's field superintendent for this project.

(3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them; and,

**Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:**

(1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel.

(2) Contract number and type.

(3) Date of the contract award place(s) of performance, and completion dates; Contract dollar value.

(4) Brief description of the work, including responsibilities; and

(5) Any litigation currently in process or occurring within last 5 years.

C. 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

- a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
- (b) A site visit has been scheduled for July 25, 2023, at 11:00AM.
- (c) Address will be communicated later to interested companies via reply to their expression of interest through courier to below stated addresses.
- (d) Maximum of two persons from one firm may participate in the site visit/ pre-proposal conference. Interested offerors must provide with full name of participant(s) (as written on NIC), NIC number, vehicle reg number, make model and color. Offerors interested in attending must e-mail on or before July 18, 2023, at 0300 PM.

Islamabad-GSO-Contracting@state.gov

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be:

Between PKR. 7,125,000.00 and PKR. 28,500,000.00

E. LATE QUOTATIONS. Late quotations shall be handled in accordance with FAR.

F. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE  
(FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATION PROVISIONS ARE  
INCORPORATED BY REFERENCE (48 CFR CH. 1):

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2017)

## SECTION K - EVALUATION CRITERIA

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments.
- satisfactory record of integrity and business ethics.
- necessary organization, experience, and skills or the ability to obtain them.
- necessary equipment and facilities or the ability to obtain them; and
- otherwise, qualified, and eligible to receive an award under applicable laws and regulations.

## SECTION L – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

### L.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments

(c) otherwise due under the contract.

(d) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701( c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(e) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

☐ Offeror is an agency or instrumentality of a foreign government.

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

☐ Sole Proprietorship.

☐ Partnership.

☐ Corporate Entity (not tax exempt).

☐ Corporate Entity (tax exempt).

☐ Government Entity (Federal, State, or local).

☐ Foreign Government.

☐ International organization per 26 CFR 1.6049-4.

☐ Other \_\_\_\_\_.

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☐ Name and TIN of common parent:  
Name \_\_\_\_\_  
TIN \_\_\_\_\_

(End of provision)

L.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2022)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 524113/524114.

(2) The small business size standard is **38,500,000 MILLION DOLLARS**

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold.

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) ☐ Paragraph (d) applies.

(ii) ☐ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(D) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer *check as appropriate.*]

X (i) 52.204-17, Ownership or Control of Offeror.

\_\_\_ (ii) 52.204-20, Predecessor of Offeror.

X (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

\_\_\_ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

\_\_\_ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

\_\_\_ (vii) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror *to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

**L.3. 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its



offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions*. As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) ( <https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation*. The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide

the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

**L.4.     52.204-26     COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-  
REPRESENTATION (OCT 2020)**

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representations.* (1) The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

**L.5. 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS’ REPRESENTATION (NOV 2015)**

(a) *Definitions.* “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) *Representation.* The Offeror represents that.

(1) It ☐ is, ☐ is not an inverted domestic corporation; and

(2) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(End of provision)

**L.6 AUTHORIZED CONTRACTOR ADMINISTRATOR**

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name:
Telephone Number:
Address:

**L.7. 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN – CERTIFICATION (AUG 2009)**

(a) *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(c) *Certification.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

**ATTACHMENT #1 - SAMPLE LETTER OF BANK GUARANTY**

Place [       ]  
Date [       ]

Contracting Officer  
U.S. Embassy, *[Note to CO: insert Post name]*  
*[Note to CO: insert mailing address]*

Letter of Guaranty No. \_\_\_\_\_

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by an other authority, up to the sum of ***[amount equal to 20% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period]***, which represents the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract ***[contract number]*** for ***[description of work]*** at ***[location of work]*** in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and ***[name of contractor]*** of ***[address of contractor]*** on ***[contract date]***, plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

Depository Institution: <u>          <b>[name]</b>          </u>	
Address: _____	
Representatives: _____	Location: _____
_____	State of Inc.: _____
_____	Corporate Seal: _____
_____	

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.

ATTACHMENT #2 - UNITED STATES DEPARTMENT OF STATE  
BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS

(1) DIVISION/DESCRIPTION (5) PROFIT	(2) LABOR	(3) MATERIALS	(4) OVERHEAD (6) TOTAL
1. General Requirements			
2. Site Work			
3. Concrete			
4. Masonry			
5. Metals			
6. Wood and Plastic			
7. Thermal and Moisture			
8. Doors and Windows			
9. Finishes			
10. Specialties			
11. Equipment			
12. Furnishings			
13. Special Construction			
14. Conveying Systems			
15. Mechanical			
16. Electrical			
			TOTAL: _____
[Note to Contracting Officer: identify currency]			
Allowance Items:			
			PROPOSAL PRICE: _____
TOTAL: [Note to Contracting Officer: identify currency]			
Alternates (list separately; do not total):			
Offeror: _____		Date: _____	

PRICE BREAKDOWN BY DIVISION OF SPECIFICATION ITEMS

rcase



